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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

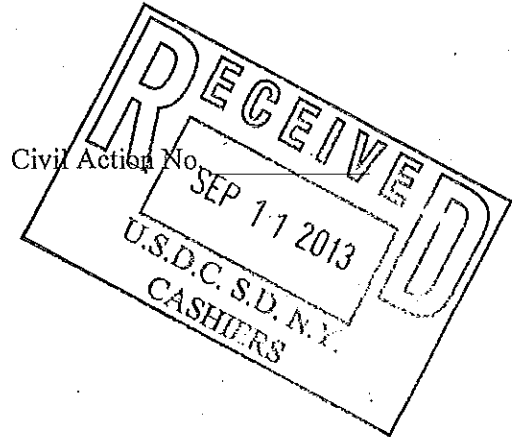
NEOMEDIA TECHNOLOGIES, INC.

Petitioner,

-against-

SCANBUY, INC.,

Respondent.



**UNOPPOSED PETITION FOR AN ORDER CONFIRMING  
AN ARBITRATION AWARD AND FOR ENTRY OF JUDGMENT**

Petitioner NeoMedia Technologies, Inc. ("NeoMedia") respectfully submits this unopposed petition requesting an order from this Court, pursuant to 9 U.S.C. § 9, confirming the "Decision and Award" issued on May 13, 2013, as modified on May 23, 2013 in a "Disposition for Application of Modification of Award" (collectively, the "Award") issued in a non-court supervised, confidential arbitration proceeding between NeoMedia and Scanbuy. Counsel for NeoMedia has conferred with John Hintz, counsel for Respondent Scanbuy, Inc. ("Scanbuy"), and been advised that Scanbuy consents to the entry of an order confirming the Award.

**STIPULATED FACTS**

In March of 2013, NeoMedia and Scanbuy participated in a three-day arbitration within this District during which a single arbitrator heard live testimony, reviewed exhibits, asked questions of the witnesses and counsel, and permitted briefing by the parties.

This Court has jurisdiction pursuant to 9 U.S.C. §9. Venue is proper in this county pursuant to 9 U.S.C. § 9 because this Award was issued in this District.

The arbitrator issued the following a "Decision and Award" on May 13, 2013, containing the following award:

I hereby FIND, HOLD, ORDER and AWARD as follows:

1. Scanbuy owes to NeoMedia and shall, within thirty (30) days of the date of this Award, pay to NeoMedia license fees in the amount of \$226,929.78 plus interest. The interest will be calculated from January 1, 2012 to the date of payment at the Prime Rate of 3.25 per cent as reported in the Wall Street Journal on May 7, 2013.
2. Scanbuy owes to NeoMedia and shall, within thirty (30) days of the date of this Award pay to NeoMedia the cost of the Duff & Phelps audit in the amount of \$40,127.60, plus interest from July 1, 2012 to the date of payment at the Prime Rate defined above.
3. Scanbuy owes to NeoMedia and shall, within thirty (30) days of the date of this Award, pay to NeoMedia the sum of \$175,000 as the Minimum Annual Payment due on October 16, 2012, plus interest from November 1, 2012 to the date of payment at the Prime Rate defined above.
4. Scanbuy shall submit to NeoMedia any and all quarterly royalty reports for 2012 and 2013 as provided in the License Agreement that were withheld prior to and during the pendency of this arbitration within forty-five (45) days of the date of this Award.
5. If the quarterly royalty reports for 2012 reflect additional royalties due to NeoMedia for 2012, then Scanbuy shall pay to NeoMedia the amounts due within ninety (90) days of the date of this Award.
6. With respect to all future royalty reports, Scanbuy shall timely submit all quarterly reports on the schedule provided in the License Agreement without any deductions for set-up fees, support fees or any other costs, whether bundled in the customer's price or otherwise itemized. The royalty reports shall include an itemization of all royalty based revenue billed to each customer by name and invoice number. If a Scanbuy customer pays a fee of any sort which Scanbuy believes is not a royalty based revenue under the License Agreement, it shall be separately itemized in the customer's invoice and, in every instance, must be brought to the attention of NeoMedia in writing as part of the quarterly royalty report.

7. Each party shall bear the cost of their own attorneys' fees.
8. The counterclaim of Scanbuy is denied.
9. The administrative filing and case service fees of the AAA, totaling \$8,700.00 shall be paid by Scanbuy. The fees and expenses of the arbitrator, totaling \$56,345.00 shall be paid by Scanbuy. Therefore, Scanbuy shall within thirty (30) days of the date of this Award reimburse NeoMedia the sum of \$34,272.50, representing the fees and expenses previously incurred by NeoMedia.
10. This Award is in full and final settlement of all claims and counterclaims submitted in this arbitration. All claims and counterclaims not expressly granted herein are denied.

Scanbuy requested modification of Paragraph 6 of the Award, and as a result, the arbitrator issued a modified Paragraph 6 on May 23, 2013 as follows:

6. With respect to all future royalty reports, Scanbuy shall timely submit all quarterly reports on the schedule provided in the License Agreement without any deductions for set-up fees, support fees, or any other costs, whether bundled in the customer's price or otherwise itemized. One copy of the royalty report shall include an itemization of all royalty based revenue billed to each customer by name and invoice number. This royalty report shall be delivered only to NeoMedia's designated Certified Public Accountant who shall hold such reports in confidence. A second copy of the royalty report shall include an itemization of all royalty based revenue billed to each customer by invoice number only. This second report shall be delivered to the senior financial officer at NeoMedia. Only one designated employee or officer of NeoMedia, whose duties do not include sales or marketing, shall have access to the royalty report held by NeoMedia's Accountant. The designated employee may not reproduce or copy the Scanbuy customers listed. The identity of a Scanbuy customer can be disclosed by the designated employee in the event NeoMedia has identified a specific accounting concern or discrepancy. If a Scanbuy customer pays a fee of any sort which Scanbuy believes is not a royalty based revenue under the License Agreement, it shall be separately itemized in the customer's invoice and, in every instance, must be brought to the attention of NeoMedia in writing as part of the quarterly royalty report.

NeoMedia previously filed a petition seeking an order from this Court confirming the Award. In order to prevent certain confidential information from being published, the parties agreed to withdraw the initial Petition, without prejudice and to file this Unopposed Petition, which is signed below by Scanbuy to acknowledge that it has read and consents to the relief requested herein by NeoMedia.

### CONCLUSION

Based on the foregoing, NeoMedia hereby respectfully requests that this Court issue an order, pursuant to 9 U.S.C. § 9, confirming the Award, and upon such confirmation, entry of a Judgment in accordance with the confirmed Award.

Dated: September 11, 2013

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By: 

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### CONSENT OF SCANBUY, INC.

Dated: September 10, 2013

HAYNES AND BOONE, LLP

By: 

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*Attorneys for Respondent Scanbuy, Inc.*

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

NEOMEDIA TECHNOLOGIES, INC.

Petitioner,

-against-

SCANBUY, INC.,

Respondent.

Civil Action No. \_\_\_\_\_

**[PROPOSED] ORDER CONFIRMING ARBITRATION AWARD**

Upon consideration of NeoMedia Technologies, Inc. ("NeoMedia") Unopposed Petition to Confirm Arbitration Award pursuant to 9 U.S.C. § 9, NeoMedia's memorandum of law in support thereof, and all other matters presented, and, good cause appearing therefore.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED**, that the arbitration award dated May 13, as modified as of May 23, 2013 (the "Arbitration Award") issued by the Arbitrator presiding in the arbitration between NeoMedia and Scanbuy, Inc. is confirmed in its entirety.

Dated: September \_\_\_\_, 2013  
New York, New York

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United States District Judge